

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ORANGE

-----X  
CECILY GONZALEZ,

Plaintiff,

-against-

BRENNTAG NORTHEAST, LLC,

Defendant.  
-----X

Date Filed:

Index No.:

Plaintiff designates

ORANGE

County as the place of trial

The basis of venue is:

PLAINTIFF'S

RESIDENCE

SUMMONS

Plaintiff resides at:

64 East Shore Road

Sterling Forest, New York 10979

County of Orange

To the above-named Defendant:

**YOU ARE HEREBY SUMMONED** to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this Summons, to serve a notice of appearance, on the Plaintiff's Attorneys within 20 days after the service of this Summons, exclusive of the day of service (or within 30 days after the service is complete if this Summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: Lake Success, New York  
January 8, 2025

ESSNER & KOBIN, LLP

  
\_\_\_\_\_  
JASON M. KOBIN

Attorneys for Plaintiff

3000 Marcus Avenue, Suite 3W8

Lake Success, NY 11042

(212) 750-4949

Defendant's address:

BRENNTAG NORTHEAST, LLC  
C/O Corporation Service Company  
80 State Street  
Albany, New York 12207

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ORANGE

-----X  
CECILY GONZALEZ,

Plaintiff,

-against-

BRENNTAG NORTHEAST, LLC,

Defendant.  
-----X

Index No. :

**VERIFIED  
COMPLAINT**

Plaintiff, CECILY GONZALEZ, by her attorneys, ESSNER & KOBIN, LLP, complaining of the defendant herein, alleges the following upon information and belief:

**AS AND FOR A FIRST CAUSE OF ACTION**

1. At all times relevant and hereinafter mentioned, plaintiff CECILY GONZALEZ was and still is a resident of the County of Orange, Township of Warwick and State of New York with a residence address at 64 East Shore Road, Sterling Forest, New York 10979.

2. At all times relevant and hereinafter mentioned, defendant BRENNTAG NORTHEAST, LLC was and is a foreign business corporation duly organized and existing pursuant to the laws of the state of Delaware with its corporate offices located at 81 W. Huller Lane, Port Reading, Pennsylvania 19605.

3. Pursuant to CPLR Section 301, personal jurisdiction over defendant BRENNTAG NORTHEAST, LLC is established by defendant BRENNTAG NORTHEAST, LLC's having engaged in a continuous and systematic course of doing business in New York in that it purposely and persistently offers, contracts, distributes and delivers its products within the State.

4. Pursuant to CPLR Section 302(a)(1), personal jurisdiction over defendant BRENNTAG NORTHEAST, LLC is established by defendant BRENNTAG NORTHEAST, LLC

transacting business in New York in that it purposefully and persistently offers, contracts and performs product distribution and freight delivery services in the state of New York.

5. At all times relevant and hereinafter mentioned, defendant BRENNTAG NORTHEAST, LLC was the owner of a certain motor vehicle (2016 Freight Truck) bearing Pennsylvania license plate number AE42354.

6. At all times relevant and hereinafter mentioned, LUIS U. SANTIAGO, Deceased, was the operator of a certain motor vehicle (2016 Freight Truck) bearing Pennsylvania license plate number AE42354.

7. At all times relevant and hereinafter mentioned, LUIS U. SANTIAGO, Deceased, was an agent, servant and/or employee of defendant BRENNTAG NORTHEAST, LLC.

8. At all times relevant and hereinafter mentioned, LUIS U. SANTIAGO, Deceased, was acting within the scope of his employment as a Freight Truck operator employed by defendant BRENNTAG NORTHEAST, LLC.

9. By virtue of the foregoing, defendant BRENNTAG NORTHEAST, LLC was and is vicariously liable for the acts and/or omissions of LUIS U. SANTIAGO, Deceased.

10. At all times relevant and hereinafter mentioned, LUIS U. SANTIAGO, Deceased, operated the motor vehicle (2016 Freight Truck) bearing Pennsylvania license plate number AE42354 with the express permission and consent of defendant BRENNTAG NORTHEAST, LLC.

11. On or about the 22<sup>nd</sup> day of July, 2024, plaintiff CECILY GONZALEZ was a lawful passenger on a certain motor vehicle New Jersey Transit Bus (2020 MCI D45 Commuter Bus) bearing New Jersey license plate OYB5837 with VIN# 1M8PDMNASLP01570 while said vehicle

was travelling on Route 3 near its intersection with Grove Street in Clifton, New Jersey 07013 (Subject Location).

12. On or about the 22<sup>nd</sup> day of July, 2024, the motor vehicle (2016 Freight Truck) owned by defendant BRENNTAG NORTHEAST, LLC struck and came into violent contact with the rear of the motor vehicle New Jersey Transit Bus (2020 MCI D45 Commuter Bus) bearing New Jersey license plate OYB5837 wherein plaintiff CECILY GONZALEZ was a lawful passenger at the Subject Location.

13. Said accident was caused by reason of the negligence and carelessness of Defendant, its agents, servants and/or employees herein in connection with the ownership, operation, maintenance and control of the motor vehicle (2016 Freight Truck).

14. By reason of the foregoing, plaintiff CECILY GONZALEZ sustained serious and severe permanent personal injuries, emotional and physical trauma, pain and suffering, loss of enjoyment of life, will be prevented and limited in future employment, has incurred other consequential expenses, and has been afflicted with serious, severe and permanently disabling personal injuries.

15. By reason of the foregoing, plaintiff CECILY GONZALEZ sustained serious injuries as defined in Section 5102(d) of the Insurance Law of the State of New York and/or economic loss greater than basic economic loss as defined in Section 5102(a) of the Insurance Law of the State of New York.

16. The aforesaid accident and Plaintiff CECILY GONZALEZ' resultant injuries were caused wholly and solely by the carelessness and negligence of Defendant, its agents, servants and/or employees herein, without any negligence or want of care on the part of Plaintiff CECILY GONZALEZ contributing thereto.

and/or employees herein, without any negligence or want of care on the part of Plaintiff CECILY GONZALEZ contributing thereto.

17. The limitations on liability set forth in CPLR Section 1600 et seq., do not apply.

18. The limitations on liability set forth in CPLR Section 1600 et. seq., do not apply by reason of one or more of the exceptions contained therein.

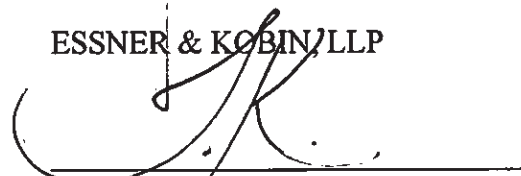
19. By reason of the foregoing, Plaintiff CECILY GONZALEZ has sustained damages in an amount that exceeds the jurisdictional limits of all lower Courts that would otherwise have jurisdiction of this action.

**WHEREFORE**, Plaintiff demands judgment against Defendant on the First Cause of Action in an amount that exceeds the jurisdictional limits of all lower Courts that would otherwise have jurisdiction of this action, together with interest and the costs and disbursements of this action.

Dated: Lake Success, New York  
January 8, 2025

Yours, etc.,

ESSNER & KOBIN/LLP



JASON M. KOBIN  
Attorneys for Plaintiff  
3000 Marcus Avenue, Suite 3W8  
Lake Success, New York 11042  
(212) 750-4949

### VERIFICATION

JASON M. KOBIN, an attorney duly admitted to practice law in the Courts of the State of New York, hereby affirms the following under penalties of perjury:

I am a member of the law firm of ESSNER & KOBIN, LLP, attorneys for the Plaintiff in this action.

I have read the foregoing VERIFIED COMPLAINT, and know the contents thereof, and upon information and belief, I believe the matters alleged therein to be true.

This Verification is made by me and not by Plaintiff because Plaintiff resides in a county other than the one in which Plaintiff's attorneys maintain their offices.

The source of my information and the grounds for my belief are the communications, papers, records, reports, and investigation contained in the case file.

Dated: Lake Success, New York  
January 8, 2025

  
\_\_\_\_\_  
JASON M. KOBIN